

JUDICIARY

STATE OF MARYLAND

ADMINISTRATIVE OFFICE OF THE COURTS

**MARYLAND JUDICIAL CENTER
580 TAYLOR AVENUE, 4TH FLOOR
ANNAPOLIS, MARYLAND 21401**

**REQUEST FOR PROPOSALS
K07-7070-25G-1**

MANAGEMENT SYSTEM SOFTWARE DEVELOPMENT

**Date of Issuance: MARCH 9, 2007
Bid Due Date and Time: APRIL 3, 2007**

WARNING: Prospective Offerors who have received this document from a source other than the Issuing Office should immediately contact the Issuing Office and provide their name and mailing address so that amendments to the RFP or other communications can be sent to them. A prospective Offeror who fails to notify the Issuing Office with this information assumes complete responsibility in the event that they do not receive communications from the Issuing Office prior to the closing date.

TABLE OF CONTENTS

| | |
|---|----|
| I. General Information..... | 3 |
| II. Specifications..... | .8 |
| III. Evaluation and Selection Procedures..... | 18 |
| Price Proposal Work Sheet..... | 21 |
| Signature Page | 22 |
| Appendices | |
| Appendix 1, Mandatory Terms and Conditions | |
| Appendix 2, Proposal Affidavit | |
| Appendix 3, Contract Affidavit | |

SECTION I GENERAL INFORMATION

A. Summary Statement

The Maryland Judiciary's Mediation and Conflict Resolution Office (MACRO) is seeking competitive sealed proposals for a consultant to develop a management system to manage the Maryland Program for Mediator Excellence (MPME). The primary system will consist of a website housing a membership database, which will be used to manage the nine areas of the program as well as the information received from mediator-members. Other portions of the system will include an online directory and a conference management system.

B. Background

1. About MACRO

Maryland Mediation and Conflict Resolution Office (MACRO) - the Maryland Mediation and Conflict Resolution Office is an agency within the Maryland's Judiciary. MACRO serves as an alternate dispute resolution (ADR) resource for the state, supporting innovative dispute resolution programs, and promoting the appropriate use of ADR in every field. The vision is to have high quality dispute resolution services, increase the public's access to justice, make the courts more efficient and user-friendly, empower more people to control the outcome of their own disputes and promote a more peaceful and civil society.

In late 1999, the Maryland ADR Commission, under the leadership of Chief Judge Robert M. Bell, published its consensus-based practical action plan, Join the Resolution. There was only one major area in which consensus could not be reached; that was mediator quality assurance. The ADR Commission decided that further study and consensus building was needed on this topic and as a result, MACRO convened a quality assurance committee. The committee, with the participation of hundreds of people from around the state and across the country, collaboratively designed a quality assistance system, called the Maryland Program for Mediator Excellence. The Maryland Program for Mediator Excellence (MPME) is designed to offer all Maryland mediators opportunities to improve the quality of their practice. No other state has such a system, and the MPME is attracting some attention as a potential model for others.

2. About the MPME

The Maryland Program for Mediator Excellence (MPME) is prefaced on the notion that mediators should continue to develop and hone their skills rather than thinking they have "arrived" at a point of completion. The MPME aims to foster a continual striving toward excellence and to promote continuing self-reflection by Maryland mediators.

Nine task groups have worked on various parts of the system, and pilot programs on mentoring and performance-based certification have been completed. There will be many programs to assist mediators in continuing their professional development on the mediator excellence "tree." Mediators who participate in the program will have opportunities for mentoring, co-mediating,

various types of training, networking, peer evaluation, structures for self-reflection, ethical standards, and an ombuds program. The MPME will have market-based and other incentives geared toward encouraging participation. A copy of the MPME Tree is attached. **The MPME is expected to begin accepting members in August 2007.**

C. Procurement Office Mailing Address

**Proposals shall be addressed to:
ATTN: Kevin Jones
Procurement and Contract Administration
Administrative Office of the Courts
Maryland Judicial Center
580 Taylor Avenue 4th Floor
Annapolis, Maryland 21401**

D. Questions/Inquiries

All questions shall be submitted in writing to Kevin Jones (telephone 410-260-1411) and must be received no later than (7) days prior to the proposal due date. Written responses shall be provided. Questions will be accepted by FAX at (410) 260-1749.

E. Closing Date

One (1) original and five (5) copies of the proposal shall arrive at the aforementioned office on or before April 3, 2007, no later than 12:00 P.M., in order to be considered. Offerors who mail proposals should allow sufficient mail delivery time to ensure timely receipt by the Procurement Office. Proposals or unsolicited amendments to proposals arriving after the closing time and date will not be considered. Proposals are to be marked **RFP NO. K07-7070-25G-1, MANAGEMENT SYSTEM SOFTWARE DEVELOPMENT**, on the outside of the envelope. The proposal containing the original signatures shall be marked "**ORIGINAL.**"

Additionally, one copy of the price proposal should be included in a separate sealed envelope marked **RFP NO. K07-7070-25G-1, MANAGEMENT SYSTEM SOFTWARE DEVELOPMENT-PRICE PROPOSAL**

F. Pre-Proposal Conference

A pre-proposal conference for this solicitation will be held on Monday, March 19, 2007 at the Judicial Education & Conference Center 2009-D Commerce Park Drive, Annapolis, MD. 21401.

G. Proposal Opening

The Procurement Office shall hold all proposals and modifications in a secure place until the due date, after which time the proposals and modifications, if any, will be opened in the presence of at least two State employees and a register of proposals will be prepared.

H. Duration of Proposal Offer

Proposals shall be valid and irrevocable for 180 days following the closing date for this RFP. This period may be extended by written agreement between an Offeror and the AOC Procurement Officer.

I. Addenda to the RFP

If the AOC Procurement Officer finds it necessary to revise any part of this RFP, an addendum will be provided to all contractors known to have received the RFP. Acknowledgment of the receipt of all amendments, addenda, and changes if issued shall be returned to the Procurement Officer, in writing, with the proposal.

J. Cancellation of RFP

The AOC Procurement Officer may cancel this RFP, in whole or in part, at any time before the opening of the proposals.

K. Incurred Expenses

Neither the State or the AOC or any of their officers or employees shall be responsible for any cost incurred by any Offeror in preparing and/or submitting a proposal.

L. Economy of Preparation

Proposals should be prepared simply and economically, providing a concise and straightforward description of the Contractor's offer to meet the requirements set forth in the RFP.

M. Public Information Act Notice

Offerors shall give specific attention to the identification of those portions of their proposals which they deem to be confidential, proprietary information or trade secrets, and provide any justification of why such materials, upon request, should not be disclosed by the State pursuant to §10-617(d) of the State Government Article, Annotated Code of Maryland, or other law relating to access to public records.

N. Subcontractors

The AOC will enter into an agreement with the selected offering Contractor(s) only. The

selected Contractor(s) shall be responsible for all products and services as required by this RFP. Subcontractors, if any, shall be identified and a complete description of their role relative to this proposal shall be included at the time of the proposal opening.

O. Type of Contract

The contract resulting from this RFP will be a fixed-price contract.

P. General Contractual Conditions

Any contract resulting from this RFP will contain the general provisions included in **Appendix 1**. Additionally, this RFP, including the Statement of Work, any amendments thereto, and the successful Offeror's proposal will be incorporated by reference and made a part of the contract.

Q. Proposal Affidavit

Each proposal shall include a completed Proposal Affidavit. A copy of the affidavit is included in **Appendix 2** of this RFP for the convenience of Offerors.

R. Contract Affidavit

Offerors are advised that if a contract is awarded as a result of this RFP, the successful Offeror will be required to complete a Contract Affidavit. A copy of this Contract Affidavit is included in **Appendix 3** of this RFP for information purposes only. The Contract Affidavit is not required to be submitted with this proposal.

S. Minority Business Enterprises

Minority Business Enterprises are encouraged to respond to this solicitation notice. It is the goal of the Maryland Judiciary that certified minority business enterprises participate on Judiciary's supply, maintenance, general miscellaneous and service procurements.

An MBE subcontract participation goal of 15 percent (**15%**) of the total current amount has been established for this procurement. By submitting a response to this solicitation, the bidder or offeror agrees that this amount of the contract will be performed by minority business enterprises.

If this solicitation carries an MBE subcontractor participation goal (see above paragraph), respondents are required to submit as part of the bid proposal package the following forms:

- MJ-EE0-03 – Schedule for participation of Minority Business Enterprise
- MJ-EEO-04 – Minority Contractor Project Disclosure and Participation Statement
- Outreach Efforts Compliance Statement

Failure to submit the required forms may result in your bid proposal being deemed non-responsive.

SECTION II SPECIFICATIONS

1. GENERAL

The Maryland Judiciary's Mediation and Conflict Resolution Office (MACRO) is seeking competitive sealed proposals for a consultant to develop a management system to manage the Maryland Program for Mediator Excellence (MPME). The primary system will consist of a website housing a membership database, which will be used to manage the nine areas of the program as well as the information received from mediator-members. Other portions of the system include an online directory and a conference management system.

The work shall be performed in accordance with the attached specifications and the Maryland Judiciary's Terms and Conditions.

2. CONTRACTOR'S RESPONSIBILITIES

A. Statement of Work

The following is a list of mandatory specifications. In responding to this RFP, Contractor must comply with each specification. A basic mandatory requirement of this RFP is that all Contractor acknowledge their understanding of each specification, formally assert their ability to comply with it and specify how it will be complied with or otherwise satisfied.

A mandatory requirement is a requirement that is absolutely essential. Mandatory requirements are identified by the word **must**. The System proposed by the Contractor **must** include all mandatory features in order to be considered for selection. The Contractor is to respond to each item detailing the proposed System's ability to provide the mandatory feature.

Each Contractor **must** describe how each specification will be satisfied. **It is not sufficient** to state for example: "Acknowledged", "Understood", "Will Comply", etc. Failure to provide complete, clear, concise, and definitive responses may result in rejection of the Offeror's proposal.

1. Application Development

The winning Contractor **must** develop an internet, web-based system called the Maryland Program for Mediator Excellence (MPME) which consist of a member application process as the foundation and multiple interconnected programs. The system will allow members to join the program and then track their process through the programs available to them. The system will allow information regarding a member's activities to be entered into one program and that information re-populated throughout the system. Reports will be generated and other administrative functions preformed. The application user interfaces **must** be user-friendly as determined by MACRO at its sole discretion.

2. User Interfaces

The MPME user interface will be Web-based and **must** be a standards-based, user-centered design that can be easily maintained and modified. The winner Contractor **must** design and prepare usability tests to ensure the quality and accessibility of the user interface.

3. Privacy and Confidentiality

The issues of security and confidentiality are paramount to the success of this system. The winning Contractor **must** use secure data transferring processes (encryption) from both the technical and procedural perspectives. In addition, the winning Contractor **must** also use secure models pertaining to user access, information evaluation and report generation.

4. Technologies and Standards

The MPME System **must** be built according to the technologies and standards specified by Judicial Information Systems. The applicable standards are as follows:

- J2EE Architecture
- Oracle 10G Database
- Oracle 10G Application Server
- Apache Web Server
- XML
- HTML
- GJXML

The following standards apply to application development:

- CSV for versioning and change management
- UML design documentation
- JAVA
- Swing

5. Source Codes and Database Design

MACRO shall have complete and exclusive ownership of all documentation, flow charts, software, code, programs, displays, manuals and all related materials and development materials including all rights to patents, trademarks and copyrights in any way connected with or related thereto including all intellectual property rights to the MPME System. The winning Contractor will not be allowed to reuse any of the above items without the express written consent of MACRO.

6. Administration Module

The Program Administrator **must** have the right to maintain security on the MPME. This includes setting-up new users, assigning, changing/re-setting passwords, and assigning various access levels. The system **must** also allow the Program Administrator to audit all user access on the system, including the ability to generate a log file for all user access.

B. Project Activities/Description of Services

Maryland Program for Mediator Excellence Management System will be housed in a front end website and a backend management system accessible by various groups based on defined security levels. The MPME website will be an attractive, user friendly site which will provide general information about the MPME; mediation resources for mediators; information for consumers looking for mediation services; and sections for MPME members only. The site will contain built in tools to aid in navigating the sites. Those tools include helps section, the ability to search using a variety of criteria such as keyword, categories and parameters.

The MPME is a new and growing program and the management system designed must be able to grow and develop with it.

The system will consist of the following components:

- The MPME Website is the front end of the MPME Management System. In addition to being attractive, this website will contain a wealth of information for MPME members, non-mediator members and the general public.
- Application Process allows mediators to become members by completing an online application process. Members will be able to create a unique login and password thereby giving them access to their information for future review and editing.
- Online Mediators Directory allows consumers to search for a mediator by a variety of sort criteria. Information entered from member's application should populated related fields in the directory. Both mediators who are a member of the MPME and mediators who are not members will be able to list their information in the Directory.
- Events Calendar contains information on mediation related trainings, conferences, meetings and activities. The calendar will allow a member to sort by a variety of criteria and will provide links to the organization sponsoring the event.
- Conference Management System will allow the administrator to track registration information and logistical information such as room assignments, speaker information and food & beverage needs.
- Administrative Function needed to allow the system to generate letters, reports, labels and send single or broadcast emails. The administrator must be able to generate both standard and custom reports. The system will maintain standardized templates for

reports, labels and letters as well as allow for the development of customized templates.

Several groups will have access to parts of the system based on pre-determined security levels.

- Program Administrator will management system and will have access to all data areas. The Administrator will be able to assign roles and levels of security to users, audit all user access on the system; create and generate letters, reports, labels, receive and send emails. The Administrator will also be able to change the text on various parts of the system as updates are needed.
- MPME Member will join the program by completing an online application process which will include creating a personal logon and password. This will provide access to their information, allowing for updating of selected fields. The member will also have access to those sections available to Non-Member Mediators, the general public and the “Member Only” sections of the system. In the “Member Only” section, MPME Members will have access to information such as MPME related reports, Ethics opinion library and MPME Members Contact Information.
- Non-Member Mediators will have access to non-restricted parts of the site such as general information on the MPME, the Mediator Resource Section and the Online Mediator Directory. They can only view this information. A user account will not be required.
- The General Public will have access to non-restricted parts of the site such as general information on the MPME, the Mediator Resource Section and the Online Mediator Directory. They can only view this information. A user account will not be required.

A more detailed explanation of each part is provided below.

1. The MPME Website

As indicated above, it is through the MPME Website that access is gained for MPME Members, non-members mediators and the general public. The first frame of the site will introduce the MPME Tree (See Attached) and the various section of the website. The tree will be interactive in that a click on any of the branches and leaves will take you to that particular section of the website. For example, if you want to learn more about the Mentoring Program, just click the Mentoring Branch.

Each section of the website will have a button and drop-down menu, were appropriate. There are some areas of the website that are accessible from most places in the website. This includes information such as how to join the MPME, the Online Directory and the Events Calendar. The site will also have a helps button, search fields and frequently asked questions button. The goal is to make the site attractive, professional and very user friendly.

2. The MPME Application Process

As currently envisioned, the MPME application process will function as follows:

An individual will complete an online application providing basic contact information, educational information, professional information, training information and specific information regarding the types and number of cases mediated.

By way of an electronic signature the individual will agree to: (1) abide by the ethical standards; (2) cooperate with the ombuds process; and (3) commit to completing 4 mediation-related continuing trainings and 2 hours of ethical training each year.

The individual will select a screen name and password allowing access to personal information in addition to any “Member Only” section.

Perspective members must submit documentation showing that they have completed 40 hours of basic mediation training. Once the individual has completed the online application, the system will generate a notice that the documentation is required. Instructions as to what type of documentation is needed and where to send it will also be included. An option to allow information to be transmitted electronically will also be included.

Once the training information is received, a message will be sent to the individual indicating their membership is official. At the same time, a membership package will be sent to them via US mail or UPS. Members will be allowed to edit their contact information, provide a listing of continuing education trainings they have attended in, participate in online member discussions and have access to ethics opinion and other information uploaded to the system.

3. The Maryland Mediators Directory

The Maryland Mediators Directory is an online directory, which provides consumers information on mediation services in the state. There is currently an online directory, the Directory of ADR Practitioners, which will serve as the foundation for the new directory.

Consumer will be able to go to the directory and search by a variety of criteria to find a mediator including name, location, type of mediation and experience. The Directory will include information about private practitioners and mediation programs. General information about mediation will also be provided.

Once the Mediators Directory is completed, two additional directories will be created, the Maryland Arbitrators Directory and the Maryland Public Policy Facilitators Directory. All will follow a similar format, look and style. It is envisioned that information obtained when a member joins the MPME could also be used to populate related fields found in the directory, thus eliminating the need to re-enter information.

4. Events Calendar

One of the benefits of joining the MPME is access to an events calendar which list mediation related meetings, activities, classes and conferences in Maryland and across the country. The calendar will be designed to allow members to sort by a number of search criteria including the month and type of event. Once they have identified the event, they will be able to click on that event and be taken to a link for more information. The calendar must be easy to update and archive past events. For meetings and events sponsored directly by the MPME, Members will be able to register and evaluate the program online.

5. The Maryland Mediators Convention

The Maryland Mediators Convention is a major networking and training opportunity for mediators in the state, which currently is held every two years. The data requirements include registration information for each attendee, the ability to track convention fees, the ability to track logistical information such as room assignments, speaker information and food & beverage needs.

6. Administrative Functions

An Administrative Component will be needed to allow the system to generate letters, reports, labels and send single or broadcast emails. The administrator must be able to generate both standard and custom reports. The system will maintain standardized templates for reports, labels and letters as well as allow for the development of customized templates.

4. DURATION OF CONTRACT

Once awarded, the Contract shall remain in force for a period not to exceed one (1) year from the date of award. Upon expiration of the Contract, or upon its earlier termination as provided herein, the AOC reserves the right to rebid or to extend for two (2) additional one (1) year periods at its sole option.

AOC, in its sole discretion, may grant an adjustment in the total value of the Contract to allow for inflationary increases for the extension periods provided, however, that any requested increase does not exceed three percent (3%) or the consumer price index (U.S. Bureau of Labor Statistics - All Urban Consumers), whichever is lower.

5. ESTIMATED QUANTITIES

AOC reserves the right to increase or decrease the number of units as required. Quantities are approximate and the unit rate bid shall apply regardless of any increase or decrease in the estimated quantities.

6. INSURANCE REQUIREMENTS

The Contractor shall at all times during the term of the Contract maintain in full force and effect the policies of insurance required by this Section. The Contractor, if requested by AOC, shall provide certified true copies of any and all of the policies of insurance to AOC.

Evidence that the required insurance coverage has been obtained may be provided by Certificates of Insurance duly issued and certified by the insurance company or companies furnishing such insurance. Such evidence of insurance must be delivered to the AOC Office of Procurement before the actual implementation of the Agreement.

The Insurance Certificate mentioned hereinabove must be received by the AOC Office of Procurement within ten (10) days of the notice of intent to award the Contract. In the event the Insurance Certificate is not received within ten (10) days after the date of the notice of intent to award, or if such certificate is insufficient respecting the limits and scope specified herein, then the AOC Office of Procurement reserves the right to award the Contract to another respondent.

Time is of the essence.

All insurance policies required by this section, or elsewhere in the Contract, shall be so endorsed as to provide that the insurance carrier will be responsible for giving immediate and positive notice to AOC in the event of cancellation or restriction of the insurance policy by either the insurance carrier or the successful respondent, at least sixty (60) days prior to any such cancellation or restriction. Said insurance policies shall name as an additional insured the Administrative Office of the Courts and the Maryland Judiciary.

Please note that the limits required below may be satisfied by either individual policies or a combination of individual policies and an umbrella policy. The requiring of any and all insurance as set forth in these specifications, or elsewhere, shall be in addition to and not in any way in substitution for all the other protection provided under the Contract.

No acceptance and/or approval of any insurance by AOC, or the Manager of Procurement, shall be construed as relieving or excusing the Contractor from any liability or obligation imposed upon it by the provisions of the Contract.

A. WORKER'S COMPENSATION

The Contractor shall maintain Worker's Compensation insurance as required by the laws of the State of Maryland and including Employer's Liability coverage with a minimum limit of \$500,000-each accident; \$500,000 disease-each employee; and \$500,000 disease-policy limit.

B. LIABILITY INSURANCE

Occurrence forms of comprehensive general liability insurance covering the full scope of this agreement with limits not less than \$1,000,000 per

occurrence and \$2,000,000 aggregate for personal or bodily injuries and \$1,000,000 per occurrence and aggregate for property damage. A combined single limit per occurrence of \$2,000,000 is acceptable. All policies issued shall include permission for partial or total occupancy of the premises by or for the Administrative Office of the Courts within the scope of this Contract. Such insurance shall include but shall not be limited to, the following:

1. Comprehensive general liability insurance including a comprehensive broad form endorsement and covering: a) all premises-operations, b) completed operations, c) independent Contractors, d) liability assumed by oral or written contract or agreement, including this contract, e) additional interests of employees, f) notice of occurrence, g) knowledge of occurrence by specified official, h) unintentional errors and omissions, i) incidental (contingent) medical malpractice, j) extended definition of bodily injury, k) personal injury coverage (hazards A and B) with no exclusions for liability assumed contractually or injury sustained by employees of Contractor, l) broad form coverage for damage to property of the Administrative Office of the Courts, as well as other third parties resulting from completion of the Contractor's services.
2. Comprehensive business automobile liability insurance covering use of any motor vehicle to be used in conjunction with this contract, including hired automobiles and non-owned automobiles.

C. COMPREHENSIVE AUTOMOBILE LIABILITY

Limit of Liability - \$ 1,000,000 Bodily Injury
\$ 1,000,000 Property Damage

In addition to owned automobiles, the coverage shall include hired automobiles and non-owned automobiles with the same limits of liability.

D. SCOPE OF INSURANCE AND SPECIAL HAZARDS

The insurance required under sub-paragraphs (A),(B), (C) and (D) above shall provide adequate protection for the Contractor against claims which may arise from the Contract, whether such claims arise from operations performed by the Contractor or by anyone directly or indirectly employed by him, and also against any special hazards which may be encountered in the performance of the Contract. In addition, all policies required must not exclude coverage for equipment while rented to other.

E. SUBCONTRACTOR'S INSURANCE

If any of the work under the Contract is subcontracted, the Contractor shall require subcontractors, or anyone directly or indirectly employed by any of them to procure and maintain the same coverages in the same amounts specified above.

SECTION III EVALUATION AND SELECTION PROCEDURES

A. TECHNICAL PROPOSAL REQUIREMENTS

Respondents shall submit one original and five copies of their technical proposal. When submitting a technical proposal, the following information, at a minimum, must be provided for proper evaluation by the selection committee. **Respondents not providing the following information shall be considered non-responsive.**

Respondent shall demonstrate in their technical proposal that they possess the necessary experience to perform the work described herein. This shall be accomplished with the provision of the following groups of information:

1. Detailed background on the firm and their capabilities for providing similar projects and web based application development and implementation. Relevant case histories with information on accessing online demos or examples must be provided.
2. Detailed background, experience and capabilities of the key personnel to be assigned to this project. Their education and experience should be fully documented. A list of at least three references with contact names and telephone numbers should be provided.

Please note that your proposal, if considered responsive, will be rated against other responsive submissions and the evaluation criteria described under Clause B. Your Technical Proposal should be complete in every way in order for the Selection Committee to make a proper and complete evaluation of your capabilities and response.

To maintain consistency and equality in the process, all respondents are required to use the structure outlined below for the technical response.

1. Executive Summary

2. Technical Volume

- a. Project development process: explain the process you will follow to build the system, including major milestones and evaluation.
- b. Address usability, standards, performance, scalability, reliability, and testing.
- c. Address any important technology information (system architectures, data structures, and functions flows) and specifications used in your solution (languages, platform, etc.)

3. Management Volume

- a. Organizational structure: communication process, including lines of reporting and any special tools used.
- b. Schedule of deliverables; include major milestones and testing

proposal.

B. PRICE PROPOSAL REQUIREMENTS

Respondents shall also submit one copy of the price proposal in a separate envelope. The price proposal worksheet must be completed. In order for the price proposal to be considered responsive, it must contain the following information:

1. Break down cost by production hours, tools and functionalities
2. Maintenance and support: include any costs that should be assumed as part of the site and ongoing costs for maintenance and support we need in the future.
3. License fees: indicate the costs we will need to pay to develop or host the site.
4. Pricing should include license fees for equipment, third-party tools and database technologies.
5. Other charge areas: Please indicate whether there will be other expense consulting fees, future work, etc. to complete this project.

C. EVALUATION CRITERIA

The evaluation criteria below are intended to be the basis by which each proposal shall be evaluated, measured and ranked. The Maryland Judiciary hereby reserves the right to evaluate, at its sole discretion, the extent to which each proposal received, compares to the said criteria and to each other. The evaluation of the selection committee shall be guided by the following criteria. The Judiciary retains the authority to award based on the best interest of the State.

1. Technical Criteria: Weighted at 60%

- a. Previous experience of the respondent in the development and implementation of web-based data systems.
- b. Previous experience and education of the key personnel to be assigned to this project.
- c. The firm's understanding of the scope of work and the quality and clarity of the firm's written methodology and description of the proposed approach to accomplish the work.
- d. Interview with the Candidate - after the written technical proposals have been scored, the Maryland Judiciary at its discretion, reserves the right to conduct interviews. Interviews will be conducted at a designated Maryland Judiciary location and will not exceed ninety minutes. Each Evaluation Committee member will score interviews on a scale of one to ten.

NOTE: If interviews are conducted, they will be assigned an evaluation weight of 10% of the total technical score and the other criteria will be adjusted proportionally. Maryland

Judiciary may, at its sole option, elect not to conduct interviews or discussions with respondents.

2. Price Criteria: Weighted at 40%

Total price to furnish the services.

Maryland Judiciary may request additional information or clarification of proposals and hereby reserves the right to select the particular response to this RFP, which it believes will best serve its business and operational requirements, considering the evaluation criteria set forth above.

Additionally, Maryland Judiciary hereby reserves the right to solicit best and final offers only from a short list of respondents receiving the highest evaluated scores.

D. EVALUATION PROCEDURE

1. **Evaluation Committee:** An evaluation committee shall be approved by the Maryland Judiciary's Director of Procurement and Contract Administration. As a first step in this procurement, a procurement officer may screen proposals to assure that only the ones meeting minimum qualifications are evaluated. The evaluation committee then will review and evaluate all technical proposals received in response to this RFP. As the third step in this procurement, the evaluation Committee will evaluate oral presentations (if required) from those respondents judged to be reasonably susceptible of being selected for award. The Maryland Judiciary will then evaluate the financial proposals submitted by the reduced list.
2. **Negotiations:** Maryland Judiciary reserves the right to enter into negotiations with the respondents regarding questions about the technical and financial proposals and resolve differences. Maryland Judiciary reserves the right to then solicit a best and final offer from each remaining respondent.
3. **Discretion in Determining Deviations and Compliance:** The Maryland Judiciary reserves the right to determine which respondents have met the minimum basic requirements of this RFP. The Maryland Judiciary shall have the sole right to determine whether any deviation from the requirements of this RFP is substantial in nature, and the Maryland Judiciary may reject non-conforming proposals. In addition, the Maryland Judiciary may reject in whole or in part any and all proposals, waive minor irregularities, and negotiate with all responsible respondents in any matter deemed necessary to serve the best interests of the State.

**PRICE PROPOSAL WORK SHEET
SOLICITATION NO. K07-7070-25G-1**

Develop a Management System to manage the Maryland Program for Mediator Excellence (MPME), as specified.

TOTAL COST* \$_____

I hereby affirm that the foregoing bid prices include all costs associated with the performance of this solicitation, including, but not limited to salaries, wages, materials, equipment, shipping, delivery, bid preparation, transportation, overhead, taxes and profit, and I have legal authority to bind the bidder to the bid prices set forth above.

Bid Compiled By: _____

Title: _____

Company: _____

AOC SOLICITATION NO. K-07-7070-25G-1
SIGNATURE PAGE

DATE PROPOSAL SUBMITTED:

COMPANY OF RESPONDENT (Print or Type):

NAME/TITLE OF RESPONDENT (Print or Type):

ADDRESS OF RESPONDENT (Print or Type):

TELEPHONE _____ FACSIMILE _____

FEDERAL TAX I.D. NO. OR SOCIAL SECURITY NO. _____

SIGNATURE OF RESPONDENT _____

APPENDICES

Appendix 1

Mandatory Terms and Conditions for Contracts Administrative Office of the Courts (AOC).

The following are mandatory terms and conditions to be included in all AOC contracts:

This Contract is made this _____ day of _____ 2002____, by and between the State of Maryland, Administrative Office of the Courts (the "State" or "AOC") and __, a __ corporation (the "Contractor"), having its principal place of business at _____.

In consideration of the mutual covenants and promises herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the State and the Contractor agree as follows:

1. Scope of Contract

1.1 The Contractor shall provide services as described in the Contractor's proposal in accordance with the terms and conditions of this Contract and the Exhibits attached to this Contract and incorporated as part of this Contract:

Exhibit A: Contract Affidavit

Exhibit B: Contractor's Proposal

Exhibit C: Request for Proposal No. _____

1.2 If there are any inconsistencies between the contract and any of the Exhibits, the terms of this Contract shall prevail. If there are any inconsistencies between any of the Exhibits, Exhibit C shall prevail.

1.3 The Procurement Officer may at any time, by written order, make changes in the work within the general scope of the Contract.

1.4 Except as otherwise provided in this Contract, if any change causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work, whether or not changed by the order, an equitable adjustment in the Contract price shall be made and the Contract modified in writing accordingly. The Contractor must assert in writing its right to an adjustment under this section within thirty (30) days of receipt of a written change order and shall include a written statement setting forth the nature and cost of such

claim. No claim by the Contractor shall be allowed if asserted after final payment under this Contract.

1.5 Failure to agree to an adjustment under this section shall be a dispute under the Disputes clause. Nothing in this section shall excuse the Contractor from proceeding with the Contract as changed.

2. Term of The Contract

Performance under this Agreement shall commence on _____ and shall continue until agreed upon services are completed, but in any case not later than _____.

3. Consideration and Payment

3.1 The Contractor shall be compensated for services. The total price for the services described herein to be provided by Contractor under the contract shall be _____ Dollars (\$ _____ .00).

3.2 Payments to the Contractor pursuant to this Contract shall be made no later than thirty (30) days after the acceptance of the services and receipt of a proper invoice from the Contractor. Each invoice for services rendered must reflect the Contractor's federal tax identification number. Charges for late payment of invoices are prohibited.

3.3 In addition to any other available remedies, if in the opinion of the Procurement Officer, the Contractor fails to perform in a satisfactory and timely manner, the Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the Contractor to be reduced or withheld until such time as the Contractor meets performance standards as established by the Procurement Officer in accordance with this Contract. The final Contract payment will not be made until after certification is received from the Comptroller of the State that all taxes have been paid.

4. Definitions

For the purpose of this Agreement, the following definitions shall apply:

4.1 "Materials" means reports, programs, documentation, models, methods, techniques, presentations, drawings, studies, specifications, estimates, tests, software, designs, graphics, computations, and data provided by the Contractor.

4.2 "Products" means (i) a machine, its features, conversions, upgrades, elements, or accessories, or any combination of them, provided by the Contractor, and (ii) any of the following provided by the Contractor: machine readable instructions, a

collection of machine readable data, such as a database; and related license Materials, including documentation and listings, in any form.

4.3 “System” means the system as provided by this Agreement.

4.4 “Type I Materials” means Material that is created under this Agreement.

4.5 “Type II Materials” means Material existing before this Agreement, or developed during, but independent of this Agreement, in which the Contractor or third parties have all right, title, and interest.

5. Ownership and Rights in Data

5.1 The Contractor agrees to furnish the AOC with copies of the following (all of which, for purposes of this Agreement, shall be deemed Type I Materials): computations, computer files, data, model(s), transmittal letters, response letters, and all other documents or correspondence pertinent to the operation of the System produced or received as part of this Agreement. In addition, all hardware and Type I software necessary to the System’s performance in accordance with the terms of this Agreement are, and shall remain, the exclusive property of the AOC. Licenses for all Type II Materials (e.g., “off the shelf” software) shall be provided to the AOC with all rights to use the Type II Materials. The Contract shall provide to the AOC copies of all end user software licensing agreements for all Type II Materials, which licensing agreements shall be in accordance with the OEM’s standard software license, paid-up licenses through the maintenance period (no upgrades included thereafter), and provided at no additional cost to the AOC. Nothing in this Agreement shall prevent the Contractor from utilizing any general know-how, techniques, ideas, concepts, algorithms, or other knowledge acquired or developed during the performance of this Agreement on behalf of itself and its future customers.

5.2 The AOC shall be the owner of all Type I Materials and shall be entitled to use them without restriction and without compensation to the Contractor other than specifically provided in this Agreement. The Contract shall have no liability or responsibility for use of the Type I Materials by the AOC beyond their specified use as part of the System as provided by the Contractor in accordance with this Agreement. The Contractor may retain one copy of the Type I Materials, but may not, without prior written consent of the AOC, be entitled to use, execute, reproduce, display, perform, distribute (internally or externally) copies of, or prepare derivative works based on Type I Materials or authorize others to do any of the former. The AOC may duplicate, use, and disclose in any manner and for any purpose whatsoever, and allow others to do so, all Type I Materials.

5.3 The Contractor agrees that, at all times during the terms of this Agreement and thereafter, the Type I Materials shall be “works for hire” as that term is

interpreted under U.S. copyright law. To the extent that any Type I Materials are not works for hire for the AOC, the Contractor hereby relinquishes, transfers, and assigns to the AOC all of its rights, title, and interest (including all intellectual property rights) to all such Type I Materials created under this Agreement, and will cooperate with the AOC in effectuating and registering any necessary assignments.

5.4 The AOC shall retain full ownership over any materials that it provides to the Contractor under this Agreement.

6. Warranties The Contractor hereby represents and warrants that:

6.1 It is qualified to do business in the State of Maryland and that it will take such action as, from time to time, may be necessary to remain so qualified;

6.2 It is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;

6.3 It shall comply with all federal, State and local laws applicable to its activities and obligations under this Contract;

6.4 It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

7. Patents, Copyrights

7.1 If the Contractor furnishes any design, device, material, process, or other item which is covered by a patent or copyright or which is proprietary to or a trade secret of another, the Contractor shall obtain the necessary permission or license to use such item or items.

7.2 The Contractor will defend or settle, at its own expense, any claim or suit against the State alleging that any such item furnished by the Contractor infringes any patent, trademark, copyright, or trade secret. The Contractor also will pay all damages and costs that by final judgment might be assessed against the State due to such infringement and all attorney fees and litigation expenses reasonably incurred by the State to defend against such a claim or suit.

7.3 If any products furnished by the Contractor become, or in the Contractor's opinion are likely to become, the subject of a claim of infringement, the Contractor will, at its option and expense: a) procure for the State the right to continue using the applicable item, b) replace the product with a non-infringing product substantially complying with the item's specifications, or c) modify the item so that

it becomes non-infringing and performs in a substantially similar manner to the original item.

7.4 If the Contractor obtains or uses for purposes of this Contract any design, device, material, process, supplies, equipment, text, instructional material, services or other work, the Contractor shall indemnify the State, its Officers, agents, and employees with respect to any claim, action, cost, or judgment for patent, trademark, or copyright infringement, arising out of the possession or use of any design, device, material, process, supplies, equipment, text, instructional material, services or other work covered by any Contract awarded.

8. Non-hiring of Employees No employee of the State of Maryland or any unit hereof whose duties as such employee include matters relating to or affecting the subject matter of this Contract shall, while so employed, become or be an employee of the Contractor.

9. Disputes Any claim regarding the proper interpretation of this agreement shall be submitted, in writing, to the procurement officer, and shall be resolved pursuant to the requirements set forth in the PROCUREMENT POLICY FOR THE JUDICIAL BRANCH, Article VI, "Protests and Claims," published at <http://www.courts.state.md.us/procurement/procurementpolicy1-02.pdf>. Pending resolution of a claim under the provisions of that Article, the Contractor shall proceed diligently with the performance of the Contract in accordance with the Procurement Officer's decision.

10. Maryland Law The place of performance of this Contract shall be the State of Maryland. This Contract shall be construed, interpreted, and enforced according to the laws of the State of Maryland.

11. Amendments Except as provided in section 2, any amendment to this Contract must first be approved in writing by the Procurement Officer, subject to any additional approvals required by State law.

12. Non-discrimination in Employment The Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or physical or mental disability unrelated in nature and extent so as reasonably to preclude the performance of such employment; (b) to include a provision similar to that contained in subsection (a), above, in any underlying subcontract; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

13. Contingent Fee Prohibition The Contractor warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona

bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the Contractor to solicit or secure this agreement, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide salesperson, or commercial selling agency, any fee or other consideration contingent on the making of this agreement.

14. Non-availability of Funding If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal year of this Contract succeeding the first fiscal year, this Contract shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the State's rights or the Contractor's rights under any termination clause in this Contract. The effect of termination of the Contract hereunder will be to discharge both the Contractor and the State from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the Contract. The State shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.

15. Termination for Cause If Contractor fails to fulfill its obligations under this Contract properly and on time, or otherwise violates any provision of the Contract, the State may terminate the Contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Contractor shall, at the State's option, become the State's property. The State shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the State can affirmatively collect damages.

16. Termination for Convenience The performance of work under this Contract may be terminated by the State in accordance with this clause in whole or, from time to time, in part whenever the State shall determine that such termination is in the best interest of the State. The State will pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of termination, and all reasonable costs associated with termination of the Contract; however, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination.

17. Delays and Extensions of Time The Contractor agrees to perform this agreement continuously and diligently. No charges or claims for damages shall be made by the Contractor for any delays or hindrances, regardless of cause, in the performance of services under this Contract. Time extensions may be granted only

for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another Contractor in the performance of a State contract, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or the delay of a subcontractor or supplier arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractor or supplier.

18. **Suspension of Work** The State unilaterally may order the Contractor in writing to suspend, delay, or interrupt all or any part of its performance for such period of time as the Procurement Officer may determine to be appropriate for the convenience of the State.

19. **Pre-existing Regulations** The applicable statutes and regulations of the State of Maryland in effect at the time of this agreement are incorporated in this agreement.

20. **Financial Disclosure** The Contractor shall comply with the provisions of Section 13-221 of the State Finance and Procurement Article of the **Annotated Code of Maryland**, which requires that every business that enters into contracts, leases, or other agreements with the State of Maryland during a calendar year under which the business is to receive in the aggregate \$100,000 or more, shall, within thirty (30) days of the time when the aggregate value of these contracts, leases or other agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information, to include disclosure of beneficial ownership of the business.

21. **Political Contribution Disclosure** The Contractor shall comply with the provisions of which require that every person that enters into contracts, leases, or other agreements with the State of Maryland, including its agencies, or a political subdivision of the State during a calendar year under which the person receives in the aggregate \$100,000 or more, shall, on or before February 1 of the following year, file with the State Administrative Board of Election Laws certain specified information to include disclosure of political contributions in excess of \$500 to a candidate for elective office in any primary or general election.

22. **Retention of Records** The Contractor shall retain and maintain all records and documents relating to this Contract for three (3) years after final payment by the State hereunder or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State, including the Procurement Officer or the Procurement Officer's designee, at all reasonable times.

23. **Liability for Loss of Data** In the event of loss of any data or records necessary for the performance of this Contract, which such loss is due to the error or

negligence of the Contractor, the Contractor shall be responsible, irrespective of cost to the Contractor, for recreating all such lost data or records in a manner, format, and time-frame acceptable to the Department.

24. Cost and Price Certification By submitting cost or price information, the Contractor certifies to the best of its knowledge that the information submitted is accurate, complete, and current as of _____. The price under this Contract and any change order or modification hereunder, including profit or fee, shall be adjusted to exclude any significant price increases occurring because the Contractor furnished cost or price information which, as of _____ was inaccurate, incomplete, or not current.

25. Subcontracting and Assignment The Contractor may not subcontract any portion of the services provided under this Contract without obtaining the prior written approval of the State, nor may the Contractor assign this Contract, or any of its rights or obligations hereunder, without the prior written approval of the State. Any such subcontract or assignment shall be subject to any terms and conditions that the Department deems necessary to protect the interest of the State. The Department shall not be responsible for the fulfillment of the Contractor's obligations to subcontractors.

26. Indemnification

26.1 The Contractor shall indemnify the AOC against liability for any suits, actions, or claims of any character arising from or relating to the performance of the Contractor or its subcontractors under this.

26.2 The AOC has no obligation to provide legal counsel or defense to the Contractor or its subcontractors in the event that a suit, claim, or action of any character is brought by any person not party to this Contract against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations under this

26.3 The AOC has no obligation for the payment of any judgments or the settlement of any claims against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations under this Contract.

26.4 The Contractor shall immediately notify the Procurement Officer of any claim or suit made or filed against the Contractor or its subcontractors regarding any matter resulting from or relating to the Contractor's obligations under the Contract, and will cooperate, assist and consult with the AOC in the defense or investigation of any claim, suit, or action made or filed against the AOC as a result of or relating to the Contractor's performance under this Contract.

27. Notices All notices required to be given by one party to the other hereunder shall be in writing and shall be addressed as follows:

State :

**Daniel A. Coleman, Director
Procurement and Contract Administration
Maryland Judicial Center
580 Taylor Ave.
Annapolis, Maryland 21401
(410) 260-1263**

Contractor:

In Witness Whereof, the parties have signed this Agreement
this _____ day of _____, 2004.

Approved for form and legal sufficiency this _____ day of _____,
2004.

Director of Legal Affairs
David Durfee

Contractor

State of Maryland

Signature
Authorized Representative

Robert M. Bell
Chief Judge

Date: _____

Date: _____

Appendix 2

BID/PROPOSAL AFFIDAVIT

ANTI-BRIBERY, NON-COLLUSION, FINANCIAL DISCLOSURE AND PROCUREMENT AFFIDAVIT

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the [title]_____ and the duly authorized representative of
[Contractor]_____
_____ and that I possess the legal authority to make the Affidavit on
behalf of myself and the Contractor for which I am acting.

B. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above Contractor (as is defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies (as is defined in section 16-101(f) of the State Finance and Procurement Article of the Annotated Code of Maryland), has been convicted of, or has had a probation before judgment imposed pursuant to Article 27, Section 641 of the Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law or of the law of any other state or federal law, **except as follows** [indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of persons) involved, and their current positions and responsibilities with the Contractor]:

C. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above Contractor, or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies, has:

(1) been convicted under state or federal statute of a criminal offense incident to

obtaining, attempting to obtain, or performing a public or private contract, fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property;

(2) been convicted of any criminal violation of a state or federal antitrust statute;

(3) been convicted under the provision of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. 1961, et seq., or the Mail Fraud Act, 18 U.S.C. 1341, et seq., for acts arising out of the submission of proposals or proposals for a public or private contract;

(4) been convicted of a violation of the State Minority Business Enterprise Law, Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(5) been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsection (1), (2), (3), or (4) above;

(6) been found civilly liable under a state or federal antitrust statute for acts or omission in connection with the submission of proposals or proposals for a public or private contract;

(7) admitted in writing or under oath, during the course of an official investigation or other proceeding, act or omissions that would constitute grounds for conviction or liability under any law or statute described above, **except as follows** [indicate reasons why the affirmation cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) or the person(s) involved and their current positions and responsibilities with the Contractor, and the status of an debarment]:

D. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above Contractor, or any or its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, **except as follows** [list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the persons(s) involved and their current positions and responsibilities with the Contractor, the grounds for the debarment or suspension, and the details of each person's involvement in any activity that formed the ground for the debarment or

suspension];

E. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

1. The business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Section 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and
 2. The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, **except as follows** [indicate the reason(s) why the affirmations cannot be given without qualification]:
-

F. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above Contractor, has knowingly entered into a contract with a public body under which a person debarred or suspended under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

G. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above Contractor has:

1. Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying proposal or offer that is being submitted;
2. In any manner, directly or indirectly, entered into any agreement of any kind to fix the proposal price or price proposal of the bidder or offer of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying proposal or offer is submitted.

H. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above Contractor will comply with, the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which require that every Contractor that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the Contractor is to receive in the aggregate \$100,000 or more shall, within thirty (30) days of the time when the aggregate value of the contracts, leases, or other agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

I. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above Contractor will comply with the provisions of Article 33, Sections 30-1 through 30-4 of the Annotated Code of Maryland, which require that every person that enters into contracts, leases, or other agreements with the State of Maryland, including its agencies or a political subdivision of the State, during a calendar year under which the person receives in the aggregate \$100,000 or more shall, on or before February 1 of the following year, file with the Secretary of State of Maryland certain specified information to include disclosure of political contributions in excess of \$500 to a candidate for elective office in any primary or general election.

J. DRUG AND ALCOHOL FREE WORKPLACE

I CERTIFY THAT:

1. By submission of its proposal or offer, the Contractor, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the Contractor shall:
 - (a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;
 - (b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of these prohibitions;
 - (c) Prohibit its employees from working under the influence of drugs or alcohol;
 - (d) Not hire or assign to work on the contract anyone whom the Contractor knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation

program;

(e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the Contractor has observed the violation or otherwise has reliable information that a violation has occurred;

(f) Establish drug and alcohol abuse awareness programs to inform its employees about;

(i) The dangers of drug and alcohol abuse in the workplace;

(ii) The Contractor's policy of maintaining a drug and alcohol free workplace;

(iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;

(g) Provide all employees engaged in the performance of the contract with a copy of the statement required by subsection 2(b), above;

(h) Notify its employees in the statement required by subsection 2(b), above, that as a condition of continued employment on the contract, the employee shall:

(i) Abide by the terms of the statement; and

(ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;

(i) Notify the Procurement Officer within ten (10) days after receiving notice under subsection 2(h)(ii), above, or otherwise receiving actual notice of a conviction;

(j) Within 30 days after receiving notice under subsection 2(h)(ii), above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace;

(i) Take appropriate personnel action against an employee, up to and including termination; or

(ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and

(k) Make a good faith effort to maintain a drug and alcohol free workplace through implementation of subsection 2(a)-(j), above.

1. If the Contractor is an individual, the individual shall certify and agree as set forth in subsection 4, below, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.

K. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

1. The Contractor named above is a domestic _____, foreign _____, corporation registered in accordance with the Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessments and Taxation is:

Name _____
Address _____

(If not applicable, so state)

2. Except as validly contested, the Contractor has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessment and Taxation, and the Department of Economic and Employment Development, as applicable and will have all withholding taxes due the State of Maryland prior to final settlement.

L. CONTINGENT FEES

I FURTHER AFFIRM THAT:

The Contractor has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the Contractor, to solicit or secure the contract, and that the Contractor has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of the contract.

M. ACKNOWLEDGMENT

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the Procurement Officer and may be distributed to units of (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland; (3) other states; and (4) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or

any contract construed to supersede, amend, modify, or waive, on behalf of the State of Maryland or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms, and covenants undertaken by the above Contractor with respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

I do solemnly declare and affirm under the penalties of perjury that the contents of this affidavit are true and correct to the best of my knowledge, information, and belief.

Date: _____

By: _____
(Authorized Representative and Affiant)

Appendix 3 CONTRACT AFFIDAVIT

1. AUTHORIZED REPRESENTATIVE

I HEREBY DECLARE AND AFFIRM that I am the _____,
 Title
 and the duly authorized representative of _____,
 Contractor
 and that I possess the legal authority to make this Affidavit on behalf of myself and the Contractor for which I am acting.

2. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER DECLARE AND AFFIRM that the Contractor named above is a domestic____ foreign ____ (check one) corporation registered in accordance with the Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessments and Taxation is:

Name:

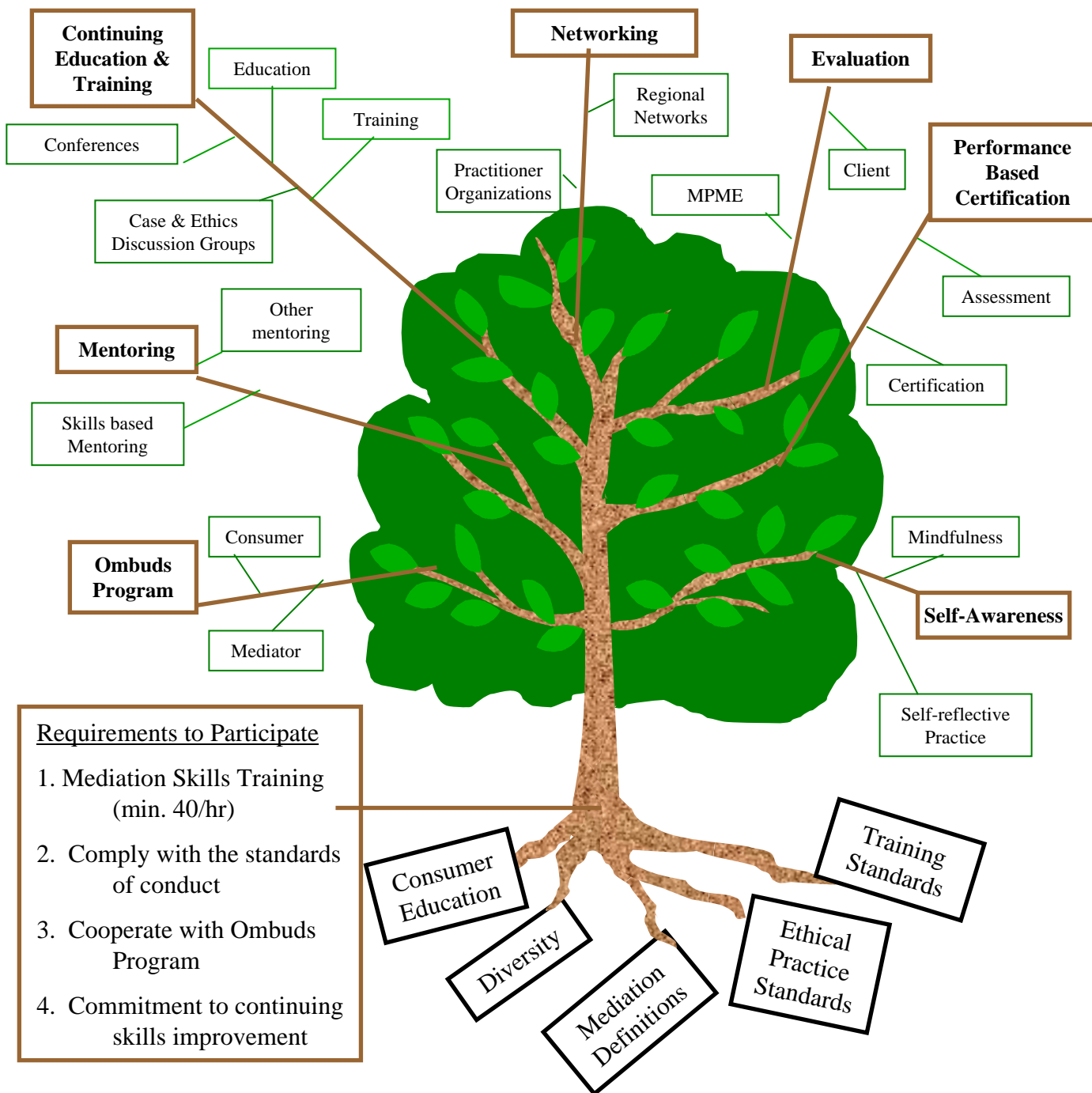
Address:_____

(If not applicable, so state)

I FURTHER CERTIFY that, except as validly contested, the Contractor has paid or has arranged for payment of all taxes due to the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Employment Security Administration, as applicable, and will have paid all withholding taxes due to the State of Maryland prior to final settlement.

I do solemnly declare and affirm under the penalties of perjury that the contents of this affidavit are true and correct to the best of my knowledge, information and belief.

 (Date) By: _____
 (Affiant)



Maryland Program for Mediator Excellence

This mediator quality assistance concept was created collaboratively by the Alternative Dispute Resolution Section of the Maryland Bar Association; Community Mediation Maryland; the Maryland Council for Dispute Resolution; the Maryland Chapter of the Association for Conflict Resolution and the Maryland Judiciary's Mediation and Conflict Resolution Office (MACRO) with the assistance of hundreds of mediators across the state. MACRO is incubating the system, collaboratively, through a stakeholders' Mediator Excellence Council. For more information, contact MACRO at 410-841-2260 or cheryl.jamison@mdcourts.gov. © 2003, 2004, 2005, 2006